Apple Suit & Cloak Co., 198 Fed. 407. This amendment also gives the trustee the benefits of the state recording acts. *In re Calhoun Supply Co.*, 189 Fed. 537. Thus it becomes a question of state law as to whether the defrauded vendor has a right to the goods which is superior to that of an attaching creditor, and what has been termed a conflict in the rule applied is nothing more than the result reached as to the rights of a defrauded vendor and an attaching creditor under such state law. *In re Whatley Bros.*, 199 Fed. 362. The trustee is not an innocent purchaser and the attaching creditor cannot defeat the defrauded vendor. *Richardson* v. *Vick*, 145 S. W. 174; *Halsey* v. *Diamond Distilleries Co.*, 191 Fed. 498; *In re Bendall*, 183 Fed. 816. See also 13 COL. LAW REV. 158.

CHATTEL MORTGAGES—SUFFICIENCY OF WORDS USED TO PASS AFTER-ACQUIRED PROPERTY.—T. purchased a stock of groceries and gave a mortgage thereon to secure the notes given for the purchase price. The mortgage contained a stipulation covering "all increase from said stock of whatever kind and nature." T. continued in business and sold all the old stock, and by replacing that sold with new stock soon had a stock of goods different from that originally covered. He made an assignment for benefit of creditors and the mortgagee claims priority over a general creditor who sold the new stock to the mortgagor. *Held.* Mortgage did not include the "additions and substitutions" of stock. *In re Thompson* (Iowa 1914), 145 N. W. 76.

A mortgage of future property is generally void at law. *In re Sentenne & Green Co.*, 120 Fed. 436; *Jones* v. *Richardson*, 10 Met. 481; *Ferguson* v. *Wilson*, 122 Mich. 97; *Deeley* v. *Dwight*, 132 N. Y. 59, 18 L. R. A. 298; *Griffith* v. *Douglass*, 73 Me. 532, 40 Am. Rep. 395; *Chapman* v. *Weimer*, 4 O. St. 481. But in equity a mortgagee of after-acquired property is protected. *Mitchell* v. *Winslow*, 2 Story 630; *Holroyd* v. *Marshall*, 10 H. L. Cas. 191; *Williams* v. *Briggs*, 11 R. I. 476, 23 Am. R. 518; *Des Moines Nat. Bank* v. *Savings Bank*, 150 Fed. 301. Iowa, as stated in the principal case, follows the equitable doctrine that one may mortgage after-acquired property. But the majority of the court and the dissenting judge differed in their opinions as to whether the use of the word "increase" was sufficient to include after-acquired property. The majority, being influenced by the fact that the words were used in a printed blank, held that the words "additions to" or "substituted for" should have been used instead of the "increase thereof." The dissenting judge held that it was not a question of what specific words were used, but whether such terms were used as to show that the parties intended to pass the property, and that the word "increase" meant "added to" as used here and was sufficient to include future property; this view seems to accord with the rule as laid down by Justice STORY in *Mitchell* v. *Winslow*, "Whenever the parties by their contract intend to create a lien or charge either upon real or personal property"—clearly stating that all that is necessary are terms sufficient to show the intend to pass the after-acquired property.

CONVEYANCING—PUBLIC HIGHWAY AN INCUMBRANCE.—The defendant contracted to convey by warranty deed to the plaintiff a farm clear of all in-